

RESTRICTED USE AGREEMENT

FOR THE USE OF THE NON-PUBLIC IEA DATABASES
To be completed by anyone seeking access to the Restricted Use Files ("RUF")
In the IEA proprietary Data Repository

BETWEEN

1. Stichting IEA Secretariaat Nederland, established at Keizersgracht 311 (1016 EE) Amsterdam, the Netherlands, (KvK 41158871) hereafter: "IEA";

and

2. Name: _____
Address: _____
Organization and function: _____
Hereafter: "User";

WHEREAS

- (A) As a non-profit organization, IEA *inter alia* conducts studies which involve assessment of student achievement in one or more subject matters of an interdisciplinary area of learning, contributing to a deep understanding of educational processes within individual countries and across a broad international context;
- (B) IEA studies have a strong empirical basis through sample survey methods. Data are collected from students, teachers, parents, and school principals. Data are collected on behalf of IEA by the participating national research centers. All participants have been informed of the data processing and that their personal data have been pseudonymized;
- (C) The data on which IEA studies are based are only publicly accessible on the IEA website in a pseudonymized form to protect the identity of participants from being disclosed (the Public Use Files, "PUF"). In certain circumstances, IEA is willing to grant access to its proprietary data in pseudonymized form (the Restricted Use Files, "RUF"), whilst log-file data remain anonymized, provided however that such prior written permission is obtained for such access, and only authorized for limited specified scientific or statistical purposes, and on the explicit condition that the RUF will not be copied or shared with any third party, or used to trace back the identity of participants. The log-file data files, assuming the status of RUF, are only available in anonymized form;
- (D) User wishes to gain access to (a part of) the IEA Non-Public Database containing the RUF and has filed a written request thereto explaining the background and purpose of the request (attached to this Agreement as **Annex I**); IEA has evaluated such request and is willing to authorize such access, subject to the terms and conditions of this Agreement.

HAVE AGREED AS FOLLOWS

1. Access Grant

IEA hereby grants User access to the part of the IEA Non-Public Database containing the RUF, which access is limited to the datasets as specified by the User in their approval request in Annex I to this Agreement, and subject to compliance of User with their obligations under this Agreement.

2. Obligations of User

2.1. User agrees and acknowledges that they will not use the RUF for any other purposes than the authorized purposes as specified under (C) above and as set out in the approval form as Annex I to this Agreement;

2.2. Notwithstanding Article 2.1 above, User will not use or reveal any individually identifiable information furnished, acquired, retrieved or assembled either by itself or others, for any other purpose than scientific and/or statistical reporting purposes;

2.3. User will not make any disclosure or publication whereby any sampled unit or respondent (including, but not limited to, students, teachers, faculty, schools, or institutions) could be directly or indirectly identified, or the data furnished by or related to a sampled unit or respondent could be directly or indirectly identified;

2.4. User will not match the records on the RUF to any other data files so as to reidentify the survey units on the files, even if the matching has a valid statistical or other scientific purpose;

2.5. User will not distribute the accessed RUF or make these accessible or available to any third party, whether via any electronic network or otherwise. User is only allowed to copy (whether hardcopy or digital) the RUF for strict personal and/or non-work-related purposes as set out in this Agreement. Any other reproduction of the RUF is expressly prohibited;

2.6. User will not disclose the RUF for any administrative purposes, nor use it in any manner to change the status, condition, or public perception of any sampled unit or respondent for which personal data have been processed;

2.7. User will not make disclosures of personal data to any individual or other third party;

2.8. User will not make any publication or other release of personal data listing information regarding individual sampled units or respondents even if the individual respondent identifiers have been removed;

2.9. User may publish the results, analysis, or other information developed as a result of any research based on personal data covered by the RUF only in summary or aggregated statistical form so that the identity of individual sampled units or respondents contained in the personal data are not revealed and anonymity of participants is guaranteed;

2.10. User shall at all times acknowledge the source of the data in all results, publications, documents and communications by providing a source citation next to each table and graph in the following form: "Source: {STUDY NAME © IEA [YEAR] ";

2.11. When publication or other release of research results could raise reasonable questions regarding disclosure of individually identifiable information contained in the RUF, User will provide copies of the proposed publication or release to the IEA Secretariat prior to any public disclosure. IEA will subsequently, at its own discretion, decide within 30 days after prior disclosure whether the disclosure is authorized or not;

2.12. User will not publish or otherwise release research results if IEA confirms that such disclosure is not authorized;

2.13. User shall notify IEA immediately upon receipt of any legal, investigatory, or other demand for disclosure of individually identifiable data;

2.14. User will notify IEA immediately upon discovering any data breach and/or disclosure of

RUF to unauthorized parties or agencies;

2.15. Upon occurrence of the following events (whichever event occurs first):

- (i) Termination of this Agreement;
- (ii) Upon request of IEA when any of the clauses under this Agreement are breached;
- (iii) Whenever User has finished working with the RUF;

User will immediately destroy all RUF as received and/or accessed under this Agreement under IEA supervision or by approved IEA procedures and will return to IEA all notes, reports, files, and any kinds of documents and copies of the same related to such information.

2.16. Upon the occurrence of one of the events as stipulated under article 2.15, User will provide the IEA within seven (7) days of such event or upon request of IEA with written confirmation that it has complied with article 2.15 above, and that it has not given access to these items to any third party;

2.17. User confirms that it has no ownership or any other intellectual property of the RUF and/or any related documentation or accompanying software, copyrights or trademarks which at all times shall be and remain the sole and exclusive property of IEA;

2.18. User will refrain from disclosing any IEA intellectual property obtained on the basis of log-file data or any other means to any individual or other third parties;

2.19. Without prejudice to the right to claim specific performance and/or damages suffered by IEA, IEA may impose a penalty of EUR 5,000 (five thousand Euro) upon User for each breach of its respective obligations under the articles 2.1–2.17 above and/or for each day the breach continues, with a maximum of EUR 500,000 (five hundred thousand Euro), which penalty—from the moment the breach is established by IEA—will be immediately payable to IEA and without any further notice of breach required.

3. Indemnification

User shall at all times indemnify and hold harmless IEA and its officers, employees, and agents from and against all claims, losses, damages, costs, expenses, actions, and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, caused by, or in any way attributable to the use of the RUF and related documentation provided pursuant hereto;

4. Term and Termination

This Agreement will enter into force as of the date of Execution and will remain valid for a term of 6 (six) months after execution, after which the Agreement will automatically expire. Each party may terminate the Agreement with immediate effect by means of written notice to the other party. Upon termination of the Agreement, articles 2.15 and 2.16 will apply.

5. Applicable Law and Jurisdiction

This Agreement shall be exclusively governed by and construed in accordance with the laws of the Netherlands. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

6. Transfer of personal data outside of the European Economic Area

6.1. Given that the Restricted Use Files contain personal information within the meaning of

the General Data Protection Regulation, applicable in the European Economic Area¹, transfer of personal information outside of the European Economic Area is only allowed subject to appropriate safeguards or on the basis of an adequacy decision² issued by the European Commission.

6.2. In cases where the User is located outside of the European Economic Area and provided the European Commission has not declared that the country in which the User is residing offers an adequate level of data protection, Standard Contractual Clauses must be signed between IEA and the User.

6.3. Accordingly, in situations referred to in article 6.2, the Standard Contractual Clauses contained in Annex II of this Agreement, form an integral part of this Agreement.

6.4. Article 6 shall not apply in cases, where the User requests only log file data, because such data is provided in anonymized form only.

IN WITNESS WHEREOF the parties have duly signed or caused their duly authorized representatives to sign this Agreement in two identical copies at the execution date of:

IEA

USER

Name:

Name:

Title:

Title:

Date:

Date:

Signature:

Signature:

¹ The European Economic Area consists of the 27 member states of the European Union, namely: Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and also Iceland, Liechtenstein and Norway.

² The European Commission has so far recognised Andorra, Argentina, Canada (commercial organisations), Faroe Islands, Guernsey, Israel, Isle of Man, Japan, Jersey, New Zealand, Republic of Korea, Switzerland, the United Kingdom and Uruguay as providing adequate protection.